

REQUEST FOR PROPOSAL: R-OPC-21940

DATE ISSUED: March 23, 2001

CLOSING DATE: April 23, 2001

CLOSING TIME: 3:00 p.m. Eastern Standard Time

Dear Prospective Offeror:

Attached is a Request for Proposal (RFP) R-OPC-21940 for Services for an Administering Organization as stipulated in Title VI of the Manufactured Housing Improvement Act of 2000 covering the Manufactured Housing Program for the U.S. Department of Housing and Urban Development (HUD).

The following web sites are provided for your assistance:

- The Manufactured Housing Improvement Act 2000 may be viewed on-line at: <http://www.arnet.gov/Library/Other/laws.html> then clicking on "Government Printing Office" then "Search Public Laws", select Public Laws (106th) and enter H.R.5640 under Search Terms. Once this site is pulled up, page down to "Pub.L. 106-569 To expand homeownership in the United States, and for other purposes". Click on Text or PDF format. The Act is contained approximately 3/4ths down the web site.
- Office of Management and Budget (OMB) Circular A-119 may be viewed on-line at: <http://www.whitehouse.gov/omb/circulars/a119/a119.html>.
- The American National Standards Institute (ANSI) web page is: <http://www.ansi.org>.

The North American Industry Classification System (NAICS) code for this solicitation is 541611 and the size standard is \$5.0 million. The Government anticipates award of a Cost Plus Fixed Fee (CPFF) type contract for a period of nine (9) months with three (3) additional twelve (12) month option periods and one (1) additional six (6) month option period for a total duration of fifty one (51) months.

The RFP is structured in accordance with the Uniform Contract Format required by the Federal Acquisition Regulation (FAR). Identified below are certain important items and their location in the RFP:

1. The Statement of Work (SOW) is located in Part I, Section C.
2. Proposal submittal instructions are located in Part IV, Section L and evaluation factors are located in Section M. Offerors are advised to pay close attention to and submit their proposals in accordance with these instructions. Refer to FAR Clause 52.219-9,

SMALL BUSINESS SUBCONTRACTING PLAN - ALT II, which is incorporated by reference in Section II of this solicitation. A Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan is required for all large businesses at time of proposal submission. Further, under Section L, all offerors are required to submit a subcontracting plan for small disadvantaged business participation enhancement.

3. Offerors are to also follow FAR Clause 52.215-1, INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION, in Section L. Definition Certification, Technical Proposal, and Price Proposal: All offerors shall submit as part of their offer a definition certification, a technical proposal, and a price proposal each under separate cover. Each definition certification, technical proposal, and price proposal shall be configured in accordance with Section L of the RFP. Please review carefully.

4. Time and due date for receipt of proposals is identified in Block 9 of the Standard Form (SF) 33. Late proposal submission rules are contained in FAR Clause 52.215-1 and will be enforced.

5. The point of contact for additional information is identified in Block 10 of the SF-33.

6. SF33, Solicitation Offer and Award Form, must be completed and signed by an authorized representative of the offeror. Please also ensure that your DUNS is provided as directed in FAR Clause 52.204-6.

7. Many clauses of this RFP are incorporated by reference using FAR citations. Offerors are responsible for familiarizing themselves with all contract requirements, including those merely cited. See FAR Clause 52.252.2, CLAUSES INCORPORATED BY REFERENCE.

If there are any questions concerning the RFP, it is requested that they be submitted in writing to the Contracting Officer at the location noted in Block #8 of the SF 33, by facsimile to (202) 401-2032, or by e-mail to Charles_M._Grubbs@hud.gov no later than Close of Business, April 6, 2001. These questions and the answers will be provided, as appropriate, to Offerors via the HUD Internet web site.

Prospective offerors should be aware that the HUD building is a secure building. All visitors must enter at either the Northeast main entrance or the Southeast entrance, preferably the Northeast entrance at the corner of 7th and D Streets, SW. Visitors will be required to walk through a metal detector, have all belongings screened by an x-ray system, show valid picture identification, and sign the visitors log. Guards will telephone the visitor's HUD contact to announce their arrival and request a HUD employee come to the lobby to receive the package. These procedures WILL require extra time. Offerors must, therefore, ensure that any commercial delivery service or company employee have appropriate identification, and allow extra time for any hand carried deliveries. Delays encountered at the guard desk or refusal of admission DO NOT constitute excusable delays. PROPOSALS MUST BE IN THE DESIGNATED PLACE, IN ROOM 5256, OR RECEIVED BY THE CONTRACTING OFFICER, NO LATER THAN THE EXACT TIME SPECIFIED TO BE CONSIDERED FOR AWARD. Proposals should be clearly marked: R-OPC-21940 on the outermost mailing envelope.

As advised in the Commerce Business Daily and Federal Business Opportunities (FedBizOps) synopsis of this requirement, the RFP and any amendment thereto will be posted on the HUD Internet site at: <http://www.hud.gov/cts/ctsoprty.html>. Further, all offerors are required to be registered on the Electronic Source List (ESL). Further still, it is the responsibility of the Offeror to remain in contact with Contracting Officer only for any changes/questions.

Thank you for your interest in this procurement. Remember to carefully review the entire RFP and submit your proposal in accordance with the instructions.

Sincerely,

Charles Marvin Grubbs
Contracting Officer
Housing and Community Services Branch
Program Support Division
Office of the Chief Procurement Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED) ORDER UNDER DPAS (15 CFR 350		RATING	PAGE	OF
					1	66 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. R-OPC-21940		4. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)	5. DATE ISSUED 3/23/01	6. REQUISITION/PURCHASE NO R-2001-HRO-00066	
7. ISSUED BY: US Department of Housing & Urban Development (HUD) Office of the Chief Procurement Officer 451 Seventh Street, SW, Room 5256 Washington, DC 20410-3000			8. ADDRESS OFFER TO (If other than Item 7) Attn.: Mr. Marvin Grubbs e-mail: Charles_M._Grubbs@hud.gov Facsimile: 202-401-2032			

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 4 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until 3:00p.m. local time 4/23/01

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Marvin Grubbs	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-708-1585 x 2047
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within N/A calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of the amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <u>10 U.S.C.2304 (c) ()</u> <u>41 U.S.C. 253(c) ()</u>	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY Department of Housing & Urban Development (HUD) Fort Worth Accounting Center PO Box 2905 Ft. Worth, TX 76113-2905	
26. NAME OF CONTRACTING OFFICER (Type or print)		27 UNITED STATES OF AMERICA (Signature of Contracting Officer)	28 AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

CONTINUATION SHEET		REF. NO. OF DOC.BEING CONT'D.			PAGE	OF
		R-OPC-21940			2	66
NAME OF OFFEROR OR CONTRACTOR						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
<u>0001</u>	Administering Organization Services per the Statement of Work in support of the Manufactured Housing Program <u>June 25, 2001 - April 24, 2002 Base Period</u> Estimated Cost Fixed Fee Travel Ceiling - straight passthru at \$5,000 Total for Base Period				\$5,000	
<u>0002</u>	<u>April 25, 2002 - April 24, 2003 Option Period 1</u> Estimated Cost Fixed Fee Travel Ceiling - straight passthru at \$100,000 Total for Option Period 1				\$100,000	
<u>0003</u>	<u>April 25, 2003 - April 24, 2004 Option Period 2</u> Estimated Cost Fixed Fee Travel Ceiling - straight passthru at \$100,000 Total for Option Period 2				\$100,000	
<u>0004</u>	<u>April 25, 2004 - April 24, 2005 Option Period 3</u> Estimated Cost Fixed Fee Travel Ceiling - straight passthru at \$100,000 Total for Option Period 3				\$100,000	
<u>0005</u>	<u>April 25, 2005 - October 24, 2005 Option Period 4</u> Estimated Cost Fixed Fee Travel Ceiling - straight pass thru at \$50,000 <u>Total for Option Period 4</u> <u>Grand Total</u>				\$50,000	

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 AS 116 ESTIMATED COST AND FIXED FEE (NOV 1997) as amended**

(a) It is estimated that the total cost to the Government for the base period of performance of this contract will be To Be Determined (TBD), of which (TBD) represents the estimated reimbursable costs, (TBD) represents the fixed fee (if any), and _____ represents the travel cost ceiling. It is estimated that the total cost to the Government for the Option Period 1 period of performance of this contract will be (TBD), of which (TBD) represents the estimated reimbursable costs, (TBD) represents the fixed fee (if any), _____ represents the travel cost ceiling. It is estimated that the total cost to the Government for the Option Period 2 period of performance of this contract will be (TBD), of which (TBD) represents the estimated reimbursable costs, (TBD) represents the fixed fee (if any), and _____ represents the travel cost ceiling. It is estimated that the total cost to the Government for the Option Period 3 period of performance of this contract will be (TBD), of which (TBD) represents the estimated reimbursable costs, (TBD) represents the fixed fee (if any), and _____ represents the travel cost ceiling. It is estimated that the total cost to the Government for the Option Period 4 period of performance of this contract will be (TBD), of which (TBD) represents the estimated reimbursable costs, (TBD) represents the fixed fee (if any), and _____ represents the travel cost ceiling.

(b) If this contract is incrementally funded, the following shall apply:

(1) Total funds currently available for payment and allotted to this contract are (TBD), of which (TBD) represents the limitation for reimbursable costs, (TBD) represents the proration of fixed fee (if any), and (TBD) represents the portion allotted for the travel ceiling. This incremental funding is expected to cover ____ months of the base period. For further provisions on funding, see clause FAR 52.232-22, Limitation of Funds, herein.

(2) If and when the contract is fully funded, as specified in paragraph (a) of this clause, the clause at FAR 52.232-20, Limitation of Cost, herein, shall become applicable.

(3) The Contracting Officer may allot additional funds to the contract up to the total specified in paragraph (a) of this clause without the concurrence of the contractor.

B.2 DESCRIPTION OF SERVICES:

The Contractor shall, under the direction of the Contracting Officer, or designee, assist the Department by acting as an Administering Organization as required by Title VI of the Manufactured Housing Improvement Act 2000. Such actions will be in support of the Manufactured Housing program.

B.3 CONTRACT DEFINITION:

This is a Cost Reimbursement plus Fixed Fee Term type contract as defined in subpart 16.306 of the Federal Acquisition Regulation (FAR) and in Section I, Clause 52.216-8.

B.4 NOTE: AVAILABILITY OF FUNDS AND OBLIGATION.

Under this requirement, the government will provide only a portion of the funding and obligation at the time of award. Title VI Manufactured Housing Improvement Act 2000, Public Law 106-569, requires that funding of the contract will be through label fee collections that the program collects from the manufactures of manufactured housing. Any increases to said fee must be authorized by Congress with fee increases to occur thereafter and filter through to the Department at a later date. Therefore, obligation of additional funds under the base and option periods is contingent upon the total amount of the fee pool available and any approved label fee increase as well as the level of manufactured housing production at any time.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

ADMINISTERING ORGANIZATION FOR THE HUD MANUFACTURED HOUSING CONSENSUS COMMITTEE

I. Background

The US Department of Housing and Urban Development (HUD), Manufactured Housing and Standards Division has regulated the design and construction of manufactured (mobile) homes since June 1976. The HUD program is implemented through two major sets of regulations: (1) 24 CFR Part 3280, the Federal Manufactured Home Construction and Safety Standards (the Standards) which is a national preemptive set of standards for the design and construction of these homes; and (2) 24 CFR Part 3282, the Manufactured Home Procedural and Enforcement Regulations (Regulations), which governs the enforcement of the Standards.

The purpose of this Statement Of Work (SOW) is to procure the services of an Administering Organization to administer (or drive) a voluntary consensus standards and rule-making process. This SOW defines HUD's requirements for the Administering Organization as HUD has interpreted from the Manufactured Housing Improvement Act of 2000 (MHI Act), Title VI of Public Law 106-569, approved December 27, 2000.

The MHI Act directs the Secretary to procure the services of an Administering Organization (AO). The statute defines the Administering Organization as a "recognized, voluntary, private sector, consensus standards body [see OMB Circular A-119] with specific experience in developing model residential building codes and standards involving all disciplines regarding construction and safety that administers the consensus standards through a development process." This statement of work defines the contractual requirements of the AO in accordance with the MHI Act. Section 604 of the MHI Act requires that the AO recommend initial members of a consensus committee, and administer the process for the consensus committee to provide recommendations to the Secretary to adopt, revise, and interpret provisions of the Federal standards and procedural and enforcement regulations. Section 605 requires the consensus committee to develop and submit to the Secretary model home installation standards for manufactured homes.

Each member of the consensus committee shall be appointed by the Secretary in accordance with selection procedures based on the procedures for consensus committees promulgated by the American National Standards Institute (ANSI), except those procedures shall be modified to ensure equal representation on the consensus committee of the following interest categories: (I) PRODUCERS- Seven producers or retailers of manufactured housing; (II) USERS- Seven persons representing consumer interests, such as consumer organizations, recognized consumer leaders, and owners who are residents of manufactured homes; and (III) GENERAL INTEREST AND PUBLIC OFFICIALS- Seven general interest and public official members. In addition, the committee will include one nonvoting member, representing the Secretary.

II. Objective

The objective of this statement of work (SOW) is to identify an AO to: I) recommend the initial members of the consensus committee; (II) administer the consensus standards development and interpretation process; (III) administer the consensus development and interpretation process for procedural and enforcement regulations and regulations specifying the permissible scope and conduct of monitoring; and (IV) administer the consensus development process for model installation standards.

The AO shall also: (I) provide reasonable staff resources to the consensus committee in accordance with the requirements of the contract awarded; and II) furnish technical support in a timely manner to any of the interest categories represented on the consensus committee, if the support is necessary to ensure the informed participation of the consensus committee members and the costs of providing the support are reasonable. The AO shall also be responsible for administering and scheduling meetings, and coordinating reimbursements to members of the consensus committee. The reimbursements will cover per diem and limited travel related expenses of the members while in attendance at consensus committee meetings away from their homes or regular places of business, and at the place of service, as such expenses would be reimbursed under 5 United State Code 5703. The AO will serve as the contact point for HUD in all dealings with the consensus committee.

III. Scope of Work

a. General Project Description

The AO shall administer (drive) the process, and provide technical and administrative resources to support the consensus committee in its efforts to provide recommendations on the Standards, develop recommendations on manufactured home installation standards, and develop recommendations on the Regulations.

b. General Requirements

The AO shall maintain regular, frequent, and responsive contact with the Government Technical Representative/Monitor (GTR/GTM), as designated by the Contracting Officer (CO). Prior approval of any tasks be undertaken, as defined herein, shall be obtained as outlined in HUDAR Clause 2425.237-73, CONDUCT OF WORK AND TECHNICAL GUIDANCE.

The AO shall provide professional, technical, and clerical personnel and services, materials, equipment, and facilities, and shall otherwise do all things necessary for, or incidental to, the performance of the tasks set forth in this SOW. The work to be performed under this SOW includes, but is not limited to:

- Orientation and preparation of a revised management work plan. Note: a revised annual work plan providing estimated allocations and budget of all contract resources required to accomplish each program task for the forthcoming unexercised option period must be submitted 60 days prior to the end of the applicable contract period (base and each option) and must be approved by the CO or designee prior to exercising the option. It shall specify for each month the principal tasks to be performed, the total staff hours and key staff and experts assigned to work on each task and the proposed budget for each major task and sub-task.

- Recommend the initial members of the consensus committee.

- Assist in the establishment and maintenance of the consensus committee, including recommendation of committee members and preparation of a committee charter.
- Provide administrative and technical assistance to the consensus committee in developing recommendations involving establishment and enforcement of the standards.
- Coordinate and assist in scheduling consensus committee meetings, including the reimbursement of consensus committee members for limited travel and per diem expenses.
- Provide administrative and technical assistance to the consensus committee in development of manufactured home installation standards.
- Provide assistance to HUD staff in preparation of Federal Register notices, and act as liaison between HUD and the consensus committee regarding other communications.
- Prepare and assist in the preparation of reports.
- Apply to ANSI for certification.

Each of these activities will be concluded with a report or other document submitted as a deliverable.

c. Specific Tasks

To accomplish the program objectives, a number of tasks have been identified. Each of these tasks is described below. Listed in Section J, Attachment 1, is a schedule of deliverables and related activities for the base and optional periods. Please note that some tasks are required in more than one contract period as follows:

Base Period = Tasks 1.1, 1.2, 1.3, 2.1, 5.1

Option Period One (1) = Tasks 1.3, 2.2, 3.1, 3.2, 5.1

Option Period Two (2) = Tasks 1.3, 3.1, 3.3, 4, 5.1

Option Period Three (3) = Tasks 1.3, 3.1, 3.3, 4, 5.1

Option Period Four (4) = Tasks 3.1, 3.3, 4, 5.1, 5.2

Task 1 - Start Up Meeting and Management and Work Plan

Task 1.1 - Within 3 days of the notice of award, the AO will confer with the Government Technical Representative (GTR) to schedule a start-up meeting to be held within 5 working days at HUD Headquarters in Washington, DC. The purpose of the meeting will be to finalize the project schedule and begin project activity. The AO shall provide a final management and work plan as the deliverable for this task for the base period. That management and work plan shall consist of a detailed allocation of contract resources (both labor hours and associated costs) and a time schedule for the accomplishment of the work. This plan shall also describe the intended process for administering/managing the consensus standards process. [The management and work plan shall be based on the proposal submitted in response to this document].

The initial management and work plan must include:

- a. Steps and related timetable to be taken by the AO to carry out the responsibilities under the contract.
- b. Names of all key personnel, including administrative staff, and number of staff hours for each task.
- c. A general narrative addressing the activities that will be accomplished as part of each task, how the activities will be accomplished, and how these activities relate to the overall allocation of budget and staff resources.

Task 1.2 - It is necessary to prepare HUD 441.1 or 661.1 forms as part of the management work plan. Additional guidance on these reporting requirements is provided in this SOW. The AO shall also provide the schedule information in Gantt chart form for ease of production and clarity. These forms are available on the following HUD web site, <http://www.hudclips.org/subscriber/html/forms.htm>.

The plan must reflect staff allocation and staffing hours during the base period of the contract. For each task in the SOW where a deliverable is indicated, the contractor shall describe the work product or deliverable, its probable audience, the theme or style of presentation documents, and the appropriate method of distribution.

Task 1.3 - Provide the revised annual work plan for the forthcoming option period no later than 60 days prior to the end of the current contract period. Each plan shall address the schedule for continuing the ongoing responsibilities, as well as the plan to accomplish the tasks unique to each option period. The Government shall review and comment/approve/disapprove within 30 days after receipt of the work plan. No Option Period shall be exercised until the annual work plan is approved. As such, the annual work plan may require revisions as directed by HUD.

Task 2 - Recommend the initial voting members of the consensus committee and administer the installation standards process.

Task 2.1 - The AO shall, in accordance with the requirements in section 604 of the MHI Act:

- Recommend the initial appointments of all of the voting members of the consensus committee, based on the statutory direction in section 604 of the MHI Act, which shall be completed not later than 60 days after execution of this contract. The appointments must include a summary of the individual's qualifications or experience to support the recommendation.
- Provide the factors (see, e.g., 5 CFR 2635.403(c) and 5 CFR 2635.402(b)(2)) that will be used in selecting consensus members, including how the AO would establish the absence of significant financial and other conflicts of interest for all consensus committee members in the User categories and for three members in the General Interest/Public Officials categories.
- Obtain written confirmation (before making the recommendations to the Secretary) that the relevant consensus committee members understand the significant financial and personal interest and post-employment ban limitations exist, and agree to be bound by these limitations.

- Present recommendations to the Secretary as soon as possible, but not later than 60 days after execution of the contract. Recommendations may be made available to the Secretary individually, or in groups, as soon as they are ready.
- Assure that the recommended consensus committee members are selected by methods based on the ANSI procedures, except as modified by the MHI Act to ensure equal representation of the interest categories.
- Preside over telephone conference calls with the consensus committee.

All meetings must be conducted in accordance with requirements in the MHI Act and the Federal Advisory Committee Act. There shall be no consensus committee meeting scheduled (which requires travel) prior to March 26, 2002.

Task 2.2 - Manufactured Home Installation

The AO shall administer the development of model manufactured home installation standards based on the following statutory directions in the MHI Act (section 605): Not later than 18 months after the date on which the initial appointments of all of the members of the consensus committee are completed, the AO shall submit to the Secretary the proposed model manufactured home installation standards recommended by the consensus committee and economic analysis in support of the standards.

Task 3 - Administer the consensus standards process

Task 3.1. - The AO shall administer the consensus process as follows:

- Provide advance notice to the Secretary of each consensus committee meeting at least 25 calendar days prior to the meeting.
- Provide reasonable staff resources and technical support to the consensus committee.
- Administer the consensus committee process. (e.g., limited per diem and travel expenses, travel, arrangements for meetings).
- Conduct all meetings in accordance with requirements in the MHI Act and the Federal Advisory Committee Act.

Task 3.2 - During this period, the AO must not schedule more consensus meetings than the number approved by the GTR in the annual work plan.

Task 3.3. - Beginning on the date on which all members of the consensus committee are appointed, the committee shall, not less than once during each 2-year period, consider revisions to the Federal manufactured home construction and safety standards and submit proposed revised standards and economic analysis in support of the standards to the Secretary.

The consensus committee shall develop recommendations for procedural and enforcement Regulations and for interpretations of the Standards and Regulations.

In meeting the requirements of this task, the AO shall:

- Assist with the development of the consensus committee charter.
- Serve as contact point between the Secretary and the consensus committee for all matters, including requests for action, correspondence, referrals of inquiries concerning consensus committee activities, and submissions of consensus committee materials to the Secretary.
- Administer reimbursement of consensus committee members' limited travel expenses and per diem for attendance at consensus committee meetings, following invoicing procedures stated elsewhere in this request for proposal (RFP).
- Assure that the AO and the consensus committee apply to ANSI, and take actions as may be necessary, to obtain ANSI accreditation.
- Forward consensus committee requests for staff resources and technical support to the GTR, along with the AO's recommendations concerning reasonableness and necessity. Provide such resources and support as is approved by the GTM and deemed appropriate.
- Submit notice of consensus committee meetings to the Secretary at least 25 days in advance of the meeting, to allow for publication in the Federal Register.
- Advise the consensus committee on other requirements applicable to Federal advisory committees. The AO may consult with the GTM concerning these requirements.
- Ensure that the consensus committee meets deadlines for consideration and submission of construction and safety standards and installations standards.
- Advise the GTM of any problems/concerns with the consensus committee or AO meeting their responsibilities.

TASK 4. - Administer the consensus processes for development of procedural and enforcement regulations and interpretation of standards and regulations.

The AO shall administer the consensus process for the development of procedural and enforcement regulations and standards, and for the interpretation of standards and regulations based on statutory requirements (see sections 604(b) and (e) as amended by section 604 of the MHI Act).

The AO shall assure that the consensus committee, in recommending proposed procedural and enforcement regulations, standards, and interpretative bulletins shall:

- Conduct all meetings in accordance with requirements in the MHI Act and the Federal Advisory Committee Act;
- Consider relevant available manufactured home construction and safety data, including the results of the research, development, testing, and evaluation activities conducted pursuant to the National

Manufactured Housing Construction and Safety Standards Act (NMHCSSA), and those activities conducted by private organizations and governmental agencies;

- Consult with State or interstate agencies (including legislative committees) as deemed appropriate;
- Consider whether any such proposed standard is reasonable for the particular type of manufactured home or for the geographic region for which it is prescribed;
- Consider the probable effect of such standard on the cost of the manufactured home to the public; and
- Consider the extent to which any such standard will contribute to carrying out the proposes of the NMHCSSA.

Task 5 - Reports

Task 5.1. - Monthly reports

The AO shall prepare monthly reports that include an assessment of the activities during the course of the reporting period/contract. Monthly reports shall be outlined in the management and work plan. Augmented reports addressing progress on development of model manufactured home installation standards shall be provided at 6 and 12 months after appointment of the consensus committee members, in order to monitor the progress in completing task 2.2. The duration of this contract provides the period necessary to document changes and submit invoices and provide periodic reports.

Task 5.2 - Final report

The AO shall prepare a final report which shall include an assessment of the activities during the course of the contact as well as any required financial and status reports that will allow the GTR to complete the appropriate documents required to formally close a task. Final status reports and invoices must indicate the fact that they are the final submission and all effort/costs have been documented. This contract is expected to be primarily administrative in nature and is not seen as complex. The duration of this contract provides the period necessary to document charges and submit invoices.

See Section J for Table 1 - AO Schedule for deliverables.

Anticipated Travel for the Duration of the Contract.

The government is providing a travel ceiling which the contractor shall use as follows:

Base Period: AO travel maximum of 5 trips to the Washington, DC area (if the AO is located outside of the Washington, DC area). Travel ceiling amount equals \$5,000.

Option Periods 1, 2, and 3: AO travel maximum of 18 trips to the Washington, DC area (if the AO is located outside of the Washington, DC area), and a maximum of 18 trips for the consensus committee members (if members are located outside of the Washington, DC area). Travel ceiling amount equals \$100,000 for each option period.

Option Period 4: AO travel maximum of 5 trips to Washington, DC area (if the AO is located outside

of the Washington, DC area), and a maximum of 3 trips for the consensus committee members (if members are located outside of the Washington, DC area). Travel ceiling amount equals \$50,000 for this option.

The travel ceiling funding shall be a pass through amount and shall not include any provisional rates or administrative fees from the AO. All travel performed under this contract must be directly related to the task efforts. All travel must be pre-approved by the GTR or designee before travel is conducted, and all proposed travel shall be reported and discussed in the periodic progress reports submitted to HUD.

SECTION D - PACKAGING AND MARKING**D.1 AS 501 ENVIRONMENTALLY SAFE PACKAGING (NOV 1997)**

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF	APR 1984
	SERVICES--COST-REIMBURSEMENT	
2452.246-70	INSPECTION AND ACCEPTANCE	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 HUDAR 2452.211-70 CONTRACT PERIOD (APR 1984) as amended

The Contractor shall complete all work hereunder for the Base Period within nine (9) months from the effective date of the contract. The remaining period of performance, if options are exercised (see also the SOW), is as follows: -three 12 month option periods, and one 6 month option period. The final report shall be due in the 6 month option period.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. HUDAR 2452.232-71 VOUCHER SUBMISSION (COST-REIMBURSEMENT) (OCT 1999)

(a) The Contractor shall submit, on a monthly basis, an original and two (2) copies of each voucher. In addition to the items necessary per FAR 52.232-25, "Prompt Payment," the voucher shall show the elements of cost for the billing period and the cumulative costs to date. All vouchers shall be distributed as follows, except for the final voucher which shall be submitted in all copies to the Contracting Officer--original to the payment office (e.g., in Block 12 on the SF-26 or Block 25 on the SF-33, or elsewhere in the contract) and one copy each to the Government Technical Representative and the Contracting Officer identified on the award document.

Interim vouchers	Attention of	Address shown on face of contract in block
Original	Voucher Examiner	12
One copy	Contracting Officer.....	5
One copy	GTR.....	11

To assist the Government in making timely payments, the Contractor is requested to include on each voucher the appropriation number shown on the award document (e.g., Block 14 of the SF-26 or Block 21 of the SF-33). The Contractor is also requested to clearly indicate on the mailing envelope that a payment voucher is enclosed.

(b) Contractor Remittance Information. The contractor shall provide the payment office with all information required by FAR clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" or 52.232.34, "Optional Information for Electronic Funds Transfer Payment," as applicable.

G.2. HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (OCT 1999) as amended

(a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is Ms. Kathy Tanner at 202-708-4256, ext. 3203, or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's

status or the designation of a successor GTR.

(b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:

- (1) Causes the Contractor to perform work outside the scope of the contract;
- (2) Constitutes a change as defined in FAR 52.243-1;
- (3) Causes an increase or decrease in the cost of the contract;
- (4) Alters the period of performance or delivery dates; or,
- (5) Changes any of the other express terms or conditions of the contract.

(c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone facsimile or electronic mail.

(d) The Government Technical Monitor (GTM) for this contract is To Be Determined.

(e) Please note that the Contracting Officer is the only authorized person who may enter into, administer, or terminate contracts and make related determination and findings on behalf of the Government.

G.3. Please note that payment via the Line of Credit Control System (LOCCS) shall not be provided under any resultant contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AS 1301 INCORPORATION OF SUBCONTRACTING PLAN (NOV 1997) as amended

(a) The Contractor's approved subcontracting plan, dated To Be Determined is a material part of this contract and is hereby incorporated by reference.

(b) Unless the contract is for commercial products, the Contractor shall submit subcontracting reports using Standard Form 294, "Subcontracting Report for Individual Contracts". The SF 294 shall be submitted semi-annually (based on the Federal fiscal year) during the period of contract performance. A separate report is required for each contract at completion. The report is due by the 30th day of the month following the close of the reporting period. (Reports are required when there is subcontracting activity or there has been no change from the last reporting period). The Contractor shall distribute the SF 294 as follows:

Original: Office of Small and Disadvantaged Business Utilization
451 7th Street, SW, Room 3130
Washington, DC 20410-3000

One Copy: Small Business Specialist
Office of the Chief Procurement Officer
Policy and Evaluation Division
451 7th Street, SW, Room 5276
Washington, DC 20410-3000

One Copy: Contracting Officer (as designated on the face of this contract).

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING	OCT 1997

	DATA--MODIFICATIONS	
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC 1998
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED-FEE	MAR 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000)	OCT 2000
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL	MAY 1999

	CONTRACTOR REGISTRATION	
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND	OCT 1998
	COMMERCIAL COMPONENTS	
52.245-5	GOVERNMENT PROPERTY (COST	JAN 1986
	-REIMBURSEMENT, TIME AND MATERIALS,	
	OR LABOR HOUR CONTRACTS)	
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION	JUN 1997
	BILLS TO THE GENERAL SERVICES	
	ADMINISTRATION FOR AUDIT	
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
2452.203-70	PROHIBITION AGAINST THE USE OF FEDERAL	DEC 1992
	EMPLOYEES	
2452.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST	APR 1984
2452.222-70	ACCESSIBILITY OF MEETINGS, CONFERENCES,	JUL 1988
	AND SEMINARS TO PERSONS WITH	
	DISABILITIES	
2452.237-71	REPRODUCTION OF REPORTS	APR 1984
2452.239-70	BACKGROUND INVESTIGATIONS FOR SENSITIVE	OCT 1999
	AUTOMATED SYSTEMS/APPLICATIONS	
2452.251-70	CONTRACTOR EMPLOYEE TRAVEL	FEB 1987

**I.2 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE
SMALL BUSINESS CONCERNS (JAN 1999)**

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- [] Offeror elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone

small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.3 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**I.4 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL
DISADVANTAGED BUSINESS CONCERNS (OCT 1999)
ALTERNATE I (OCT 1998)**

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (i) No material change in disadvantaged ownership and control has occurred since its certification;
- (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a

price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.5 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized SIC Major Groups, it will receive N/A percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are not subject to the Disputes clause of this contract.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

I.6 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages Non-applicable, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> and <http://www.hud.gov/cts/ctshudar/html>

I.8 HUDAR 2452.209-71 LIMITATION ON FUTURE CONTRACTS (FEB 2000) as amended

(a) The Contracting Officer has determined that this contract may give rise to potential organizational conflicts of interest as defined at FAR Subpart 9.5.

(b) The nature of the potential conflict of interest is stipulated in the Manufactured Housing Improvement Act of 2000 and Section L of the RFP.

(c) If the contractor, under the terms of this contract or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under any ensuing HUD contract.

(d) Other restrictions-- as stipulated in the Manufactured Housing Improvement Act of 2000. Further and by statute, the contractor may be precluded from other solicitations to provide services for this program during the length of this contract.

(e) The restrictions imposed by this clause shall remain in effect until as stipulated in the Manufactured Housing Improvement Act of 2000.

I.9 HUDAR 2452.237-70 KEY PERSONNEL (OCT 1997)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

INDIVIDUAL	POSITION/TITLE
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I.10 HUDAR 2452.242-70 INDIRECT COSTS (APR 1984)

(a) Pursuant to the provisions of the clause of this contract entitled, "Allowable Cost and Payment" the rates listed below are established. If the column entitled, "Ceiling Rates" has rates listed, the ceiling applies for those rates only. If there are no ceiling rates listed, ceilings do not apply to this contract and the provisions of paragraph (b) of this clause are not applicable.

Period	Category	Provisional	Ceiling rate	Base rate
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Effective date until amended: To Be Determined

(b) For the term of this contract, the final indirect rates shall not exceed the ceiling rates listed above, if any. However, in the event the indirect rates developed by the cognizant audit activity on the basis of actual allowable costs are less than the ceiling rates agreed to herein, then the rates established by such cognizant audits shall apply (downward adjustment only). The Government shall not be obligated to pay any additional amounts on indirect rates above the ceiling rates set forth for the applicable period.

I.11 AS 1503 CONSTRUCTIVE ACCEPTANCE (NOV 1997)

In accordance with paragraph (a)(5)(i) of the clause at FAR 52.232-25, Prompt Payment, the constructive acceptance period under this contract is 14[insert number] calendar days.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

<u>ATTACHMENT NUMBER</u>	<u>TITLE</u>	<u>NO. PAGES</u>
1	Table 1 for Section C Deliverable	1 page

SECTION J

Table 1 - AO Schedule				
Task #	Task Description	Time Frames	Government Response to AO/CC	Deliverable/ and Base or Option Period
1.1 and 1.2	Start Up Meeting and Management and Work Plan	Within 3 days of AO contract award	1 week (before the start of Task 2)	Management and Work Plan/ Base period
1.3	Revised Annual Work Plan	60 days prior to end of applicable contract period	30 days after receipt	Revised Annual Work Plan/Base and Options 1-3
2.1 & 2.2	Recommend Initial Voting Members of the Consensus Committee & Manufactured Home Installation Standards & Economic analysis	60 days Within 18 months of CC appointments	NA	Recommendations/ Base period Model Installation Standards/Option Period 1
3.1 (3.2) & 3.3	Administer the Consensus Standards Process Proposed Standards & Economic analysis	Schedule CC meetings and provide support 24 & 48 months after CC apptments	NA	Option Periods 1, 2, 3, and 4 (as applicable)/Ongoing task Proposed Rule and Economic Analysis/Option Periods 2, 3 & 4
4	Procedural & Enforcement Regulations	2 months-Continual task	NA	Proposed Rule or Interpretative Bulletins/Option Periods 2,3, and 4
5.1	Monthly/Periodic Reports for task performed under the Contract	Monthly Status/6 & 12 month (after CC apptments) Installation procedures	NA	Reports and invoices during contract term for task performed (Base and each Option Period)
5.2	Final Reports and Invoices	51 months	4 weeks	Reports & invoices, Option Period 4

Schedule for the Deliverables and Activities

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may

be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women- owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**
(MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY

OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent

**K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(OCT 2000) ALTERNATE II (OCT 2000)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is--
541611.

(2) The small business size standard is \$5 million [average annual receipts for 3 preceding fiscal yrs].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern-- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women- owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged

ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

Note: For FAR Clause 52.227-15, for purposes of this RFP, replace all references to FAR 52.227-14 RIGHTS IN DATA—GENERAL with FAR 52.227-17 RIGHTS IN DATA - SPECIAL WORKS.

**K.10 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND
RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

**K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND
CERTIFICATION (JUNE 2000)**

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or
Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before

expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201- 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.12 HUDAR 2452.226-70 CERTIFICATION OF STATUS AS A MINORITY BUSINESS ENTERPRISE (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she ☐ is, ☐ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

☐ Black Americans

☐ Hispanic Americans

☐ Native Americans

☐ Asian Pacific Americans

☐ Asian Indian Americans

K.13 AS 1910 SIGNATURE BLOCK (NOV 1997)

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required. 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986(31 U.S.C. 3801 - 3812) set forth penalties for making false statements in bids/proposals.

Signature

Typed Name

Title

Date

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.225-10	NOTICE OF BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS	FEB 2000
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR 2000
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997
2452.219-70	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN	OCT 1995
2452.219-71	SUBMISSION OF SUBCONTRACTING REPORTS	OCT 1999
2452.233-70	REVIEW OF CONTRACTING OFFICER PROTEST DECISION	OCT 1999

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 1999) ALTERNATE I (OCT 1997)

(a) Definitions. As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If

no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, revision, or withdrawal received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at anytime it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at anytime before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized

representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed --in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of --or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this

solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance

with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR15.406-2.

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Reimbursement Plus Fixed Fee (CPFF) contract resulting from this solicitation.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Marvin Grubbs
Contracting Officer

Hand-Carried Address:

U.S. Department of Housing and
Urban Development (HUD)
Office of the Chief Procurement Officer
451 Seventh Street, SW, Room 5256
Washington DC 20410-3000

Mailing Address:

U.S. Department of Housing and
Urban Development (HUD)
Office of the Chief Procurement Officer
451 Seventh Street, SW, Room 5256
Washington DC 20410-3000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> and <http://www.hud.gov/cts/ctshudar/html>

L.7 HUDAR 2452.209-70 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2000)

(a) The Contracting Officer has determined that the proposed contract contains a potential organizational conflict of interest. Offerors are directed to FAR Subpart 9.5 for detailed information concerning organizational conflicts of interest.

(b) The nature of the potential conflict of interest is stated in the Statement of Work and elsewhere in Section L.

(c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:

(1) Being able to render impartial, technically sound, and objective assistance or advice, or

(2) Being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(d) No award shall be made until any potential conflict of interest has been neutralized or mitigated to

the satisfaction of the Contracting Officer.

(e) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for award of a contract under this solicitation.

(f) If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

L.8 AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES

If the bidder/offeror is required to complete an SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the offeror shall obtain the form from the contracting officer or contract specialist identified in the solicitation.

L.9 PROPOSAL CONTENT AND INSTRUCTIONS.

A. The Government intends to award to the Offeror whose proposal is determined to best meet the needs of the Government after evaluation in accordance with the factors and sub-factors in this solicitation i.e., provides the "best value" to the Government. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. The basis for the source selection decision will be the "trade-off process" as defined at FAR 15.101-1.

B. Proposals shall be submitted in three volumes as described in Paragraph C, below. Each of the volumes must be complete in itself so that the evaluation of each volume may be conducted independently, and so that the technical and management volume may be evaluated strictly on its own merit. Proposals shall be submitted in the format prescribed in this solicitation. Proposals shall be enclosed in sealed packaging and sent to:

US Department of Housing and Urban Development
Office of Chief Procurement Officer, Room 5256
Attn.: Mr. Marvin Grubbs, Contracting Officer
451 7th Street, SW
Washington, DC 20410

Offerors shall mark all submittals "MAILROOM DO NOT OPEN, FORWARD UNOPENED TO

OCPO." The outside of the package shall clearly indicate the Offeror's name and address, solicitation number, and contents of the package. Hand carried proposals may be delivered. The proposal must be received, preferably by the Contracting Officer, at the above address by no later than the date and time specified in this solicitation.

C. Proposals shall be submitted in an original and four (4) copies of Volume I, "Organizational Definition", an original and four (4) copies of Volume II, "Technical and Management" Proposal, and an original and four copies of Volume III "Business" Proposal. Offerors are encouraged to use recycled paper and to use both sides of the paper (see FAR clause 52.204-4). To ensure that each Offeror's proposal is uniformly formatted, the following rules apply for the preparation of Volumes I, II, and III. The proposals must be presented in a standard folder or three ring binder, which holds 8-1/2" x 11" paper. A page is considered to be one side of a single sheet of 8 1/2" x 11" paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom, and sides of the page of no less than one inch in width.

I. Volume I, "Organizational Definition" Certification -

(a) Proposal Structure - The offeror will provide a certification that within its normal business capacity and prior to submission of its proposal, it meets the definition of an Administering Organization as defined in the Statement of Work, Section I). The certification shall be signed by an authorized official of the offeror and dated. With this certification, discuss in writing "specific experience" of the firm that demonstrates that the firm meets the definition of an administering organization. HUD interprets specific experience as experience of 3 years or more. This certification and demonstration will consist of no more than 3 pages and shall be on company letterhead.

II. Volume II, "Technical and Management" Proposal - General Instructions

(a) Proposal Structure - The Technical and Management Proposal will consist of no more than 40 pages. Any portion of the Proposal that exceeds the page limitations will not be evaluated and will be treated in the same manner as late proposals or modifications in accordance with the clause in Section L of the RFP entitled "Instructions to Offerors Competitive Acquisition" (FAR 52.215-1).

NOTE: The following six items are exempt from the page limitation set forth above:

(1) The first page of the Technical and Management Proposal will be a title page with only basic information including: the volume name; the solicitation number; the company name of the Offeror; the full name and address designation of the Department of Housing and Urban Development; and the Offeror's position regarding disclosure of proposal data. No pages will be evaluated which are placed before this page.

(2) The next page(s) shall be the table of contents for the Technical and Management Proposal.

(3) Any pages used in the proposal solely for the purpose for separating sections of the proposal or as tabs.

(4) Resumes of key personnel.

(5) A signed and dated disclosure certification of any conflicts of interest associated with the proposed work contained in the SOW and your organization, as well as of the proposed subcontractors and consensus committee members, if available at that time.

In addition to HUDAR Clause 2452.209-72, ORGANIZATIONAL CONFLICTS OF INTEREST, a Conflict of Interest, or appearance thereof, means a situation in which a Contractor or other Restricted Person(s): I. Has a financial interest, direct or indirect that prevents or may prevent the Contractor from acting at all times in the best interest of HUD. II. Has one or more personal, business, or financial relationships that would cause a reasonable person with knowledge of the relevant facts to question the integrity or impartiality of those who are willing to or will be acting under the Contract, or III. Is taking an adverse position to HUD or the Manufactured Housing Industry in a lawsuit, administrative proceeding, or other contested matter.

Restricted person means any management official of the Contractor; any legal entity that is under the control of the Contractor, is in control of the Contractor, or is under common control with the Contractor; or an employee, agent, or contractor of the Contractor, who will perform services under this contract. Consensus Committee members are included in this definition.

(6) A one-page sample of the required Financial/Conflicts of Interest Disclosure and Post-Employment Ban certification and agreement to be executed by the contractor and the consensus committee members.

Pages, which are numbered by the Offeror and designated with a marking such as "Intentionally Left Blank" (or a similar marking) will be counted towards the page limitation. Exhibits, which are included in the Proposal, will be counted towards the page limitation. Each piece of paper used for an exhibit will count as one page. Exhibits are restricted to standard 8-1/2" x 11" paper.

The Technical and Management Proposal shall be separately bound and organized in the sequence conforming to the required proposal content as described below in paragraph III, Technical and Management Factors and Sub-factors, with the same factor and sub-factor numbering delineated below.

The Offeror shall structure its proposal so that the information provided is in the same sequence and numbered to address each factor and sub-factor.

The Offeror shall develop a sound and viable Technical and Management approach addressing all of the factors and sub-factors. Supplemental information may be provided, but you are subjected to the page limits established herein. Each sub-factor in the proposal should be self-contained to minimize the need to refer to other factors and sub-factors. If cross-references are needed, page and paragraph numbers should be included. Each factor should be tabbed with the title of that factor. An initial management and work plan will be provided in conjunction with the technical proposal and inclusive of the page limitations.

The proposal must be sufficiently detailed and complete to demonstrate an understanding of and an ability to comply with the requirements of the RFP. The proposal should demonstrate such understanding and ability in a concise, logical manner, and should not contain superfluous material that is not related directly to this acquisition. General statements that the Offeror "can" or "will comply" with the

requirements, that "standard procedures will be used", that "well-known techniques will be used", or that paraphrase the statement of work in whole or in part WILL NOT constitute compliance with the requirements concerning the content of the Technical and Management Proposals. Proposals which merely offer to conduct a program of work in accordance with the Government's scope of work will be considered unacceptable and will not be considered further. The Offeror must submit an explanation of the technical approach and a detailed description of the tasks to be performed to achieve the program objectives. A proposal may be found unacceptable for failure to conform to the requirements of the RFP.

Offerors must demonstrate capability of performing all tasks outlined in Section C of this RFP. Inability to perform all tasks shall be the basis for disqualification for contract award. Offerors must clearly delineate which tasks the prime contractor vs. subcontractors will typically perform. Offerors, within the technical proposal, are encouraged to submit ideas and recommendations which they feel are beneficial or more effective but still address the requirements specified in Section C. This includes any additional deliverables that may be required based on offeror perception. Recommendations that are well received would be implemented upon approval by the Government. In making recommendations, the offeror is encouraged to elicit suggestions from all parties -- industry, State, and consumer. All proposed alternatives must adhere to current regulatory requirements. Describe any recommendations, special procedures, process improvements, or lessons learned applicable to this type of work, which could be utilized in the performance of this effort. These are inclusive of the page limitations set forth above.

The Government does not anticipate oral presentations; however, it reserves the right to request oral presentations if deemed necessary.

III. Volume II--Technical and Management Factors and Sub-factors

Factor A - Technical Capability. The Offeror shall provide responses to the following sub-factors, providing a technical approach, to include all activities proposed to successfully accomplish the requirements in the SOW. Include in your responses an overall description of how the requirement will be accomplished. Provide sufficient detail to demonstrate your understanding of the requirement and your overall ability to accomplish these tasks.

A1. Discuss your plan and sound approach for accomplishing the tasks indicated in the SOW. Your discussion should describe any interrelationships between tasks (or subtasks). Ensure that your proposal for each task stands alone. Your proposal should include the necessary planning and management, execution of the actual work effort in the task, and preparation of the necessary reports and publications. Please also describe the effort proposed in response to this request. You should add additional tasks, clearly identified and explained, under the tasks shown, as appropriate.

A2. Discuss your technical capabilities and vast experience which makes your organization uniquely capable of performing the requirements of an Administering Organization as defined within the SOW. Your approach as provided in A1 should clearly relate to your unique technical capabilities.

Factor B - Management Capability. The Offeror shall provide responses to the following sub-factors, providing evidence of his/her organization's ability to manage the work required under the proposed contract. The Offeror shall describe how the work will be organized, the proposed staffing, and the

responsibilities and existing work commitments of proposed staff.

B1. Provide the time required to perform each major portion of the Statement of Work and the total time to complete the tasks, in sufficient detail to provide an understanding of the time to complete. Please describe the anticipated work product or deliverable. The deliverable description should address the length and audience for the deliverable, the tone or theme, and other relevant material. Describe a schedule milestone adherence tracking plan and a plan for resolution of schedule slippage.

B2. Demonstrate your approach to monitoring costs, schedule and performance, controlling costs, developing workarounds for schedule slips and submitting timely reports. Describe the procedures and methods you will use to establish budget, schedule, and quality control procedures to include subcontractors and the consensus committee. Include procedures for providing assistance to subcontractors and the consensus committee when needed. If applicable, describe the functions of management of subcontractor(s) as they pertain to this effort. Indicate the total percentage of work that will be accomplished by subcontractors. Describe any teaming with management subcontractors. Include rationale for selection and use of subcontractors and define interfaces and responsibilities. Provide a list, by name, of anticipated subcontractors and their areas of expertise.

Factor C - Personnel Qualifications. The Offeror shall provide resumes - including relevant experience and specialized training and education of all proposed key personnel (see the clause entitled "Key Personnel" in this solicitation for further definition). The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties of key personnel. Provide responses to the following sub-factors.

C1. Provide an organization chart and a staffing plan showing the task/staff assignments and the time commitments of various staff to each task, cross-referenced to the text of the proposal. Individual names and/or functional titles used in the staffing plan shall be easily matched with either names or titles in the text. Include a brief summary of the role each individual, or group of individuals will play in execution of the contract. This should be a short paragraph identifying the key activities the individual will perform and relating those activities to the SOW. In the case where a person serves more than one function, he or she should be listed in both places, and will be evaluated accordingly under the factors for award. The Offeror shall show any vacancies in the appropriate places and shall provide the position descriptions to be used in hiring persons for any professional vacancies. If senior executive level staff is proposed, the summary shall indicate what substantive role they will play in the execution of the contract. The proposal shall address why the government would receive the greatest value from using these individuals instead of other staff.

In the event that key staff is serving in a substantive role for activities outside of this contract, please identify the project, the percentage of the time dedicated to the other project(s), and the period when that other effort will be performed.

C2. Provide the authority, functions, and responsibility of the prospective Program Manager and of individuals who will comprise the program management staff, demonstrating their abilities, experience, and including their expected level/time of involvement. The Program Manager should be the individual who will provide the day-to-day management of the work under this contract. This individual will serve as the primary contact with the Government. Describe staff roles in executing the work if awarded a

contract. Describe oversight responsibilities. Discuss internal management communications lines and the Offeror's method of maintaining close liaison with the Government Technical Representative (GTR) and Government Technical Monitor (GTM), including reporting techniques proposed for use under the contract.

Factor D - Past Performance. The Offeror shall provide documentation of all work (e.g. arrangements, cooperative agreements, grants, and contracts, etc.) in which the offeror performed work like or similar to that required by this solicitation within the last three years. The projects must have completed in the past three years, or the Offeror may provide a projected completion date for any current projects. The value of the work (e.g. arrangements, cooperative agreements, grants, and contracts, etc.) must exceed or be expected to exceed \$300,000 each. The documentation shall address how the work relates to the general fields of design and model residential building codes and standards involving all disciplines regarding construction and safety. Your familiarity with American National Standards Institute (ANSI) standards, and particularly voluntary consensus procedural standards, must also be demonstrated. The Offeror shall provide responses to paragraphs D1 and D2.

D1. So that past performance may be evaluated, provide the following information for the same or similar complexity of this requirement as follows: names of the Government agencies and/or private corporations; work dollar amount; and dates and period of performance. A synopsis describing the nature of the work, the relevance to this effort, the duration of the project, key personnel who were involved that are being proposed on this project who were involved. The techniques, methods, and approaches employed, IT related efforts, shall be clearly identified and the applicability to this effort noted. Address any performance issues, including those that were due to circumstances beyond the Offeror's control or were otherwise satisfactorily resolved with no net effect on the quality or timeliness of the work. This description shall be sufficiently full and complete to enable HUD to satisfactorily evaluate the prior work of the Offeror. Also include past performance compliance with subcontracting plan goals for SDB concerns and monetary targets for SDB participation for same or similar contracts.

D2. In regards to D1 above, demonstrate recent and/or relevant experience in the past 3 years of providing the services of an administering organization.

In addition to the above evaluation by the Government, each Offeror has the opportunity to provide any information regarding its past performance of work similar to the Government's requirement that it would like the Government to consider. Such information may be in the nature of additional information which the Government has readily available or which the Offeror considers essential to the Government evaluation of Section M sub-factors, or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence.

NOTE: The Government reserves the right to determine the relevancy of past performance information and to verify statements and representations made in an Offeror's proposal. Any information provided must be in sufficient detail with identified points of contact to enable the Government to do an evaluation in accordance with the Past Performance sub-factors in Section M. Summary lists of contracts or incomplete data may not be considered. The Government reserves the right not to contact all references, particularly if the Offeror has numerous references and/or past performance information. The Offeror might not have an opportunity to comment on the past performance information.

Factor E - Small Disadvantaged Business Participation Program: Extent of participation of small disadvantaged business (sdb) concerns in performance of the intended contract. In accordance with FAR 15.304(c.)(4) and FAR 19.1202, all offerors, regardless of size, shall be evaluated in competitive negotiated acquisitions expected to exceed \$500,000. Offerors shall identify in a subcontracting plan and within the technical proposal* the extent to which SDB concerns are specifically identified; the extent of commitment to use SDB concerns; the complexity and variety of work SDB concerns are to perform; the realism of the proposal; past performance of offerors in complying with subcontracting goals for SDB concerns and monetary targets for SDB participation; and the extent of participation of SDB concerns in terms of the value of the total acquisition. *Offerors are to provide targets, also expressed as dollars and percentages of total contract value within the cost proposal, for SDB participation by the contractor, including joint venture partners, and team members, and a total target for SDB participation by subcontractors. Please note that any targets will be incorporated into and become part of any resultant contract. As such, each offeror shall provide, similar to the format below, information indicating its SDB Participation Targets. The agreed to targets shall be incorporated into any resultant contract. SDB targets shall be expressed in dollars and percentages of total contract value. Refer to FAR Part 19.12 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM for further guidance:

SDB Participation Targets

Proposed Price	SDB Dollars	SDB Percentage
\$ XXXXXX	\$XXXXXX	XXXXXX%

CONTRACTOR'S SDB PARTICIPATING CONCERNS

Company Name	Company Address	Phone Number
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- 1.
- 2.
- 3.

IV. Proposal Structure for Volume III, Business Proposal.

A. Your Business Proposal shall be bound separately and organized in the sequence conforming to the required proposal content as described below. A complete signed copy of SF 33, Solicitation, Offer and Award, and a complete copy of the RFP, including Section K Representations and Certifications, other fill-in clauses/provisions, and a Small, Small Disadvantaged and Woman-Owned Small Disadvantaged Business subcontracting Plan, are required

B. Each Offeror is to submit a separate and complete Business Proposal, to include all costs to successfully accomplish the requirement. It shall include any required supporting information that is responsive to the RFP requirements. Failure to submit pricing data in the format required by this section, in particular, may result in an Offeror's proposal being eliminated from this competition. Provide sufficient back-up detail that explains how you arrived at the final hours, costs, rates, and prices.

In order to more easily evaluate the proposals, Offerors are requested to submit detailed effort/labor

and cost tables. Unless otherwise specified, the costs should be for each base and option period of the contract and include all costs, including subcontractors and consultants. All costs must be consistent with the Technical and Management Proposal. Names and/or titles should match with text of the Technical and Management Proposal and organization chart, so that persons can be easily identified. The presentation must be consistent.

C. General Instructions

1. You must provide the following information on the first page of your Business Proposal:

- a. Solicitation number;
- b. Your name and address;
- c. Name, telephone, facsimile number and e-mail address of point of contact;
- d. Name of your contract administration office;
- e. Proposed estimated cost, fixed fee, travel ceiling, and total estimated cost plus fixed fee. (Use the format shown on Optional Form 336);
- f. Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- g. Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate, whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- h. Whether your organization has a current Government audit in effect and with whom. Please include the applicable audit number and effective date, agency address, telephone number and point of contact at the cognizant agency. In the event a current Government audit is not in place, please provide the name, address, telephone number and point of contact for your Certified Public Accounting firm.
- i. The following statement:

This proposal reflects our estimates and/or actual costs as of this date. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

j. Date of submission; and

k. Name, title and signature of authorized representative.

D. In submitting your proposal, you must include an index, appropriately referenced, of all proposed costs and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price or an earlier date agreed upon by the parties, on a supplemental index.

E. You must submit with your proposal any information reasonably required to explain your estimating process, including --

1. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and

2. The nature and amount of any contingencies included in the proposed price.

F. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

G. Cost Elements

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

1. Materials and Subcontracts. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Conduct and provide price analyses of all subcontractor proposals.

2. Direct Labor. Provide a time-phased (yearly from anticipated date of award) breakdown of labor hours, rates, and cost by appropriate labor category, and furnish bases for estimates.

3. Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

4. Other Costs. List all other costs not otherwise included in the categories described above (e.g., computer hardware and software, computer and consultant services) and provide bases for estimates.

5. Profit/Fee (if any). Indicate the percentage of the fixed fee, if any, and support to substantiate it.

6. Facilities Capital Cost of Money. When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

7. Travel. The Government has determined a travel ceiling for the base and each option period as stated

in the SOW. Travel shall be included at the travel ceiling in the offeror's proposal and shall be treated a pass-through amount without the offeror adding indirect costs or administrative fees to the ceiling.

V. Other information:

A. Documents, exhibits, and other attachments that form a part of this RFP and will become part of any resultant contract are identified in Section J. Documents and attachments that form a part of this RFP but will not become a part of any resultant contract should not be submitted with the Offeror's proposal. Those documents and attachments to be excluded from the proposal are:

1. Section L - Instructions, Conditions, and Notices to Offerors, &
2. Section M - Evaluation Factors for Award

B. Section M of this solicitation outlines evaluation factors and their relative importance, and the basis for award determination.

C. The Contracting Officer reserves the right to request such additional information regarding scheduling, manpower, facilities, and management organization and capabilities as may be necessary to determine the Offeror's qualification for award of a contract or to clarify any aspect of the Proposal.

NOTE: Government Obtained Information. 1. The Government reserves the right to verify/follow-up on any of the information presented in Volume III of the proposal. 2. The Government may supplement the data provided in the proposal through attainment of DCAA or other Government audits, available industry market rates for labor and overhead, etc.

D. The Government is looking to you to provide your best approach and recommendations for the staffing and resources to perform the effort. As stated above, the Government will select the Offeror that provides the best value to the Government to complete this effort based on their proposal submitted in response to this RFP.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 BASIS FOR CONTRACT AWARD.

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1, which provides that the contract will be awarded to that responsible Offeror whose proposal represents the overall best value to the Government after evaluation in accordance with the factors and sub-factors in the solicitation. The basis for the source selection decision will be the "trade-off process" as defined at FAR 15.101-1.

Discussion/Final Proposal Revisions. For the Government's intent regarding discussions, see FAR 52.215-1, INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITION, paragraph (f), Contract Award.

This procurement will be evaluated in two steps, as follows:

Step 1 - Prior to review of any Technical and Management proposals, Volume I "Organizational Definition" certifications from each offeror will be reviewed. Based upon this review, proposals will be determined to either meet or not meet the definition of an administering organization. Only those proposals that demonstrate that the firm meets the definition of an Administering Organization, as stated in the Statement of Work, and certified as such, will be evaluated for Volumes II and III (Step 2). Those proposals that, per the Government's determination, do not meet the definition of an Administering Organization shall be rejected with no further consideration.

Step 2 - Volumes II and III: a. The Offerors' proposal shall be in the form prescribed in Section L of this solicitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award. The contract award decision will be based on an evaluation of an Offeror's complete proposal submission with respect to the following: The proposal's Technical and Management Factors: A. Technical Capability, B. Management Capability, C. Personnel Qualifications, D. Past Performance. E. Small Disadvantaged Business Participation will be rated in an adjectival manner. A set of adjectives that

describe the range of technical quality will be utilized. The proposals will be rated as Exceptional, Very Good, Satisfactory, Marginal, and Unsatisfactory for each factor. The Past Performance factor will use the same adjectival ratings with the addition of a "Neutral" rating. Neutral ratings are assigned when there is not sufficient past performance data available to the evaluators to allow a rating determination.

b. The relative importance assigned to the evaluation factors is set forth below:

Technical Capability (Factor A) and Management Capability (Factor B) are considered equal in importance. Personnel Qualifications (Factor C) and Past Performance (Factor D) are considered equal in importance, but are not as important as Technical Capability (Factor A) and Management Capability (Factor B). Small Disadvantaged Business Utilization (Factor E), while important, is determined to be the least important evaluation factor of all. Within each factor, all sub-factors are equally important.

CONTRACT AWARD EVALUATION FACTORS/SUBFACTORS

a. General: Non-Cost Factors will be evaluated based on your responses to the sub-factors of Factors A, B, C, D, and E.

The Government will evaluate and rate the quality and potential effectiveness of the Offeror's responses to the Technical Capability, Management Capability, and Personnel Qualifications Factors and sub-factors. The factors will be rated as Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory based on your responses to each of the sub-factors listed within each Factor in Section L of the RFP. The Offeror's proposal will be evaluated on the quality and soundness of its overall business structure and established corporate systems and tools, particularly with respect to its abilities in effectively meeting manufactured housing requirements identified in the SOW.

In its evaluation, the Government's best-value consideration will focus on management issues that would be expected to affect the quality of services provided.

Factor A - Technical Capability, as gained and provided from the offeror's experience, shall be evaluated to determine the extent of the Offeror's understanding of and feasibility/ability to successfully perform the Government's requirement as set forth in Section C herein.

Factor B - Management Capability will be evaluated to determine the feasibility and effectiveness of the Offeror's management for accomplishing the tasks specified in the SOW.

Factor C - Personnel Qualifications will be evaluated based on your responses to Factor C and your ability to provide the highest qualified and experienced program management and staff that best meets the requirements of the Statement of Work.

Factor D - Past Performance will be evaluated to determine the Offeror's performance risk for the subject solicitation. Section L of the solicitation identifies the past performance data that will be used for evaluation of this factor. In determining the relevancy of the data, the Government will give greater weight to work it considers to require the same or similar type and complexity of work as is required by the solicitation. Other types of contracts/work may be considered as part of the past performance evaluation as well, if aspects of the past performance are deemed to have some bearing on the expected performance of the requirements of the subject SOW. The Government will evaluate past performance as a factor for award. To allow for the evaluation of the past performance sub-factors, the Government may:

- i. review and utilize other existing past performance ratings from relevant contracts;
- ii. review and analyze past performance information in the Offeror's proposal;
- iii. utilize past performance information available at HUD and within the industry. General trends in a contractor's performance may also be considered.

Offerors will be rated as Exceptional, Very Good, Satisfactory, Neutral, Marginal, or Unsatisfactory in each past performance sub-factor in order to determine an overall factor rating. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, a Neutral rating will be assigned (between Satisfactory and Marginal) to the Past Performance Factor, and the Offeror will be evaluated neither favorably nor unfavorably on past performance.

The Past Performance evaluation will be based on the information you provide in response to Section L of this solicitation, Factor D, Past Performance, and on other past performance information available to the evaluators. The evaluators will evaluate this factor based on the likelihood of successfully performing all tasks while complying with the contractual terms and conditions of the contract, based upon an Offeror's past performance of previously awarded, relevant contracts and the effectiveness of any implemented or proposed corrective actions.

Factor E - Small Disadvantaged Business Participation Program: Extent Of Small Disadvantaged Business Participation shall be evaluated to determine the extent of the Offeror's extent of including small disadvantaged businesses in performance of any resultant contract. The same adjectival ratings for Technical Capability, Management Capability and Personnel Qualifications will be utilized for Factor E also.

- b. COST - Offers found to be technically acceptable will undergo a cost evaluation for determination of cost reasonableness. A cost realism analysis will be performed.

In accordance with FAR 15.403, cost analysis is the review and evaluation of the separate cost elements and profit in an offeror's or contractor's proposal (including cost or pricing data or information other than cost or pricing data), and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.

The Government may use various cost analysis techniques and procedures to ensure a fair and reasonable price, given the circumstances of the acquisition. Such techniques and procedures include the following: (i) Verification of cost or pricing data and evaluation of cost elements, including-- (A) The necessity for, and reasonableness of, proposed costs, including allowances for contingencies; (B) Projection of the offeror's cost trends, on the basis of current and historical cost or pricing data; (C) Reasonableness of estimates generated by appropriately calibrated and validated parametric models or cost-estimating relationships; and (D) The application of audited or negotiated indirect cost rates, labor rates, and cost of money or other factors. (ii) Evaluating the effect of the offeror's current practices on future costs. In conducting this evaluation, the contracting officer shall ensure that the effects of inefficient or uneconomical past practices are not projected into the future. In pricing production of recently developed complex equipment, the contracting officer should perform a trend analysis of basic

labor and materials, even in periods of relative price stability. (iii) Comparison of costs proposed by the offeror for individual cost elements with-- (A) Actual costs previously incurred by the same offeror; (B) Previous cost estimates from the offeror or from other offerors for the same or similar items; (C) Other cost estimates received in response to the Government's request; (D) Independent Government cost estimates by technical personnel; and (E) Forecasts of planned expenditures. (iv) Verification that the offeror's cost submissions are in accordance with the contract cost principles and procedures in Part 31 and, when applicable, the requirements and procedures in 48 CFR Chapter 99 (Appendix to the FAR loose leaf edition), Cost Accounting Standards. (v) Review to determine whether any cost or pricing data necessary to make the contractor's proposal accurate, complete, and current have not been either submitted or identified in writing by the contractor. If there are such data, the contracting officer shall attempt to obtain them and negotiate, using them or making satisfactory allowance for the incomplete data. (vi) Analysis of the results of any make-or-buy program reviews, in evaluating subcontract costs (see 15.407-2).

In addition, a cost realism analysis will be performed on the business proposals for all technically acceptable proposals. Cost realism analysis is the process of independently reviewing and evaluating specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance and materials described in the Offeror's Technical and Management Proposal. This analysis will be performed for purposes of evaluation to determine the best value.

Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for downgrading the Business Proposal unless supported by a reasonable explanation of the unusual costs.

c. The sub-factors are identified in Section L.9, Proposal Content, Section III. All evaluation factors other than cost, when combined, are more important than cost.

d. If, at any stage of the negotiations, Offerors are determined to have submitted equally acceptable proposals for the Non-Cost factors, then cost could become the effective factor in determining which Offeror shall receive the award. Although the Non-Cost Factors will be assigned greater weight for evaluation purposes, Offerors are cautioned not to minimize the importance of the Business Proposal since award will be made to that Offeror whose proposal is most advantageous to the Government after evaluation of all factors.

e. Each proposal submission as well as each evaluation shall stand alone and be decided on its own merits.

f. Offerors shall be capable of performing all tasks outlined in Section C of the RFP. Inability to perform all tasks may be the basis for disqualification from contract award. Offerors must clearly delineate which tasks the prime contractor vs. subcontractors will typically perform.

g. In conducting the evaluation, the Government may use past performance information provided by the

Offeror in its proposal as well as past performance information obtained from other sources. While the Government may elect to consider information obtained from other sources, the burden of providing thorough and complete information rests with the Offeror.

h. The quality of the Offeror's response and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the Offeror could be expected to conduct business and shall be given due consideration throughout the evaluation process.

i. Offeror submissions exceeding either the overall page limitation or any individually identified page limitation in this solicitation may not be considered beyond the page limitations set forth in Section L.

j. The Government reserves the right to award without discussions.